

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
LIONEL CADELIS,

Plaintiff,

v.

GREYHOUND LINES, INC., and THE GOODYEAR  
TIRE & RUBBER COMPANY,

Defendants.  
-----X

GREYHOUND LINES, INC.,

Third-Party Plaintiff,

v.

MOTOR COACH INDUSTRIES, INC. and UGL  
UNICCO, Formerly Known As UNICCO Service  
Company,

Third-Party Defendants.  
-----X

ANSWER TO  
CROSS-CLAIMS

08 CIV 2439 (PKL)

[Related to  
06 CIV 13371 (PKL)]

JURY TRIAL  
DEMANDED

Defendant/Third-Party Plaintiff, GREYHOUND LINES, INC., by its attorneys,  
FABIANI COHEN & HALL, LLP, as and for an Answer to the Cross-Claims of Defendant,  
THE GOODYEAR TIRE & RUBBER COMPANY ("GOODYEAR"), sets forth, upon  
information and belief, the following:

**AS AND FOR AN ANSWER TO THE  
FIRST CROSS-CLAIM AGAINST  
GREYHOUND LINES, INC.**

EIGHTY-EIGHTH: Defendant/Third-Party Plaintiff, GREYHOUND LINES, INC.,  
denies each and every allegation contained in Paragraph No. "88" of the Defendant  
GOODYEAR's Answer to Amended Complaint dated June 3, 2008.

EIGHTY-NINTH: Defendant/Third-Party Plaintiff, GREYHOUND LINES, INC., denies each and every allegation contained in Paragraph No. "89" of the Defendant GOODYEAR's Answer to Amended Complaint dated June 3, 2008.

**AS AND FOR AN ANSWER TO THE  
SECOND CROSS-CLAIM AGAINST  
GREYHOUND LINES, INC.**

NINETIETH: Defendant/Third-Party Plaintiff, GREYHOUND LINES, INC., repeats, reiterates, realleges and incorporates herein each and every assertion and denial contained in Paragraph Nos. "88" and "89" above and denies each and every allegation contained in Paragraph Nos. "1" through "89" of Defendant GOODYEAR's Answer to Amended Complaint dated June 3, 2008 to the extent that any such allegations are made against GREYHOUND LINES, INC.

NINETY-FIRST: Defendant/Third-Party Plaintiff, GREYHOUND LINES, INC., denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph No. "91" of Defendant GOODYEAR's Answer to Amended Complaint dated June 3, 2008, except admits that GREYHOUND LINES, INC., and GOODYEAR entered into an agreement dated October 3, 2000, a copy of which is annexed to GREYHOUND's Answer to Consolidated Complaint as Exhibit "A" and begs leave to refer to the terms of said agreement at the time of trial.

NINETY-SECOND: Defendant/Third-Party Plaintiff, GREYHOUND LINES, INC., denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph No. "92" of Defendant GOODYEAR's Answer to Amended Complaint dated June 3, 2008, except admits that GREYHOUND LINES, INC., and GOODYEAR entered into an agreement dated October 3, 2000, a copy of which is annexed to GREYHOUND's

Answer to Consolidated Complaint as Exhibit "A" and begs leave to refer to the terms of said agreement at the time of trial.

NINETY-THIRD: Defendant/Third-Party Plaintiff, GREYHOUND LINES, INC., denies each and every allegation contained in Paragraph No. "93" of the Defendant GOODYEAR's Answer to Amended Complaint dated June 3, 2008, except admits that counsel for GOODYEAR sent a letter dated January 30, 2008 to counsel for GREYHOUND LINES, INC. and that counsel for GREYHOUND LINES, INC., responded by letter dated February 5, 2008.

NINETY-FOURTH: Defendant/Third-Party Plaintiff, GREYHOUND LINES, INC., denies each and every allegation contained in Paragraph No. "94" of the Defendant GOODYEAR's Answer to Amended Complaint dated June 3, 2008.

NINETY-FIFTH: Defendant/Third-Party Plaintiff, GREYHOUND LINES, INC., denies each and every allegation contained in Paragraph No. "95" of the Defendant GOODYEAR's Answer to Amended Complaint dated June 3, 2008.

WHEREFORE, defendant/third-party plaintiff, GREYHOUND LINES, INC., demands:

1. Judgment dismissing the Amended Complaint;
2. Judgment dismissing GOODYEAR's Cross-Claims against defendant/third-party plaintiff, GREYHOUND LINES, INC.

3. Together with the costs and disbursements of this action.

**Dated:** New York, New York  
June 9, 2008

Yours, etc.,

**FABIANI COHEN & HALL, LLP**



Kevin B. Pollak (KBP 6098)  
Attorneys for Defendant/  
Third-Party Plaintiff  
GREYHOUND LINES, INC.  
570 Lexington Avenue, 4<sup>th</sup> Floor  
New York, New York 10022  
(212) 644-4420

**To:** HERRICK, FEINSTEIN, LLP  
Attorneys for Defendant  
THE GOODYEAR TIRE &  
RUBBER COMPANY  
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NOVACK BURNBAUM CRYSTAL LLP  
Attorneys for Third-Party Defendant  
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**QUIRK and BAKALOR, P.C.**  
**Attorneys for Third-Party Defendant**  
**UGL UNICCO**  
**845 Third Avenue, 15<sup>th</sup> Floor**  
**New York, New York 10022**  
**(212) 319-1000**

Cadelis v. Greyhound Lines, Inc., et al. v. Motor Coach Industries, Inc., et al.  
08 CIV 2439 (PKL)  
Our File No. 818.34464

**CERTIFICATE OF SERVICE**

This is to certify that a copy of the foregoing **ANSWER TO CROSS-CLAIMS** was served CM/ECF and First-Class Mail, postage prepaid, this 9<sup>th</sup> day of June, 2008, to:

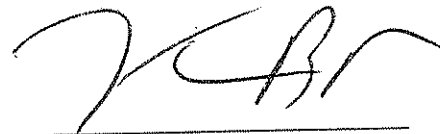
**OFFICE OF JAY H. TANENBAUM**  
110 Wall Street, 16<sup>th</sup> Floor  
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**NOVACK BURNBAUM CRYSTAL LLP**  
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New York, New York 10017

**QUIRK and BAKALOR, P.C.**  
845 Third Avenue, 15<sup>th</sup> Floor  
New York, New York 10022



Kevin B. Pollak (6098)

Sworn to before me this  
9<sup>th</sup> day of June, 2008.

  
\_\_\_\_\_  
NOTARY PUBLIC

APRIL D SMITH LITTLE  
Notary Public, State of New York  
No 01SM6085371  
Qualified in Bronx County  
Commission Expires 6 / 01 / 20 11

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ANSWER TO CROSS-CLAIMS

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FABIANI COHEN & HALL, LLP  
Attorneys for Defendant/Third-Party Plaintiff  
GREYHOUND LINES, INC.  
570 Lexington Avenue, 4<sup>th</sup> Floor  
New York, New York 10022  
(212) 644-4420

To: Attorney(s) for:  
Sir(s):

PLEASE TAKE NOTICE that a \_\_\_\_\_ of which the within is a (true) (certified)  
copy

[ ] NOTICE OF ENTRY *was duly entered in the within named court on* \_\_\_\_\_ 2008

[ ] NOTICE OF SETTLEMENT *will be presented for settlement to the Hon.*  
*one of the judges of the within named court at the Courthouse at on* \_\_\_\_\_, 2008 at \_\_\_\_\_ o'clock

Dated:

Yours, etc.,  
FABIANI COHEN & HALL, LLP  
Attorneys for Defendant/Third-Party Plaintiff  
570 Lexington Avenue, 4th Floor  
New York, New York 10022  
(212) 644-4420

To:

Attorney(s) for: